

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. Requisition Number SEE SCHEDULE		Page 1 Of 14	
Offeror To Complete Block 12, 17, 23, 24, & 30							
2. Contract No. W56HZV-04-P-0333		3. Award/Effective Date 2004JAN05		4. Order Number		5. Solicitation Number	
7. For Solicitation Information Call:		A. Name LOUIS MARCHIO		B. Telephone Number (No Collect Calls) (586) 574-7231		6. Solicitation Issue Date	
9. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-AHED WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail: MARCHIOL@TACOM.ARMY.MIL		Code W56HZV 10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A) SIC: Size Standard:		11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule		12. Discount Terms NET 30 DAYS	
				<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)			
				13b. Rating DOA4			
				14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. Deliver To US MILGP NICARAGUA ATTN NICARAGUA ARMY UNIT 2700 BOX 23 APO AA 34021		Code BNUA00		16. Administered By DCMA MANCHESTER 2 WALL ST. MANCHESTER NH 03101-1518		Code S3319A	
Telephone No.							
17. Contractor/Offeror MAIN STREET SUPPLY & LOGISTICS, INC. ONE PHOENIX MILL LANE PETERBOROUGH, NH. 03458		Code 1DCX2 Facility		18a. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266			
Code HQ0337							
Telephone No.							
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer		18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum					
19. Item No.		20. Schedule Of Supplies/Services			21. Quantity	22. Unit	23. Unit Price
		SEE SCHEDULE					
		(Attach Additional Sheets As Necessary)					FMS REQUIREMENT
25. Accounting And Appropriation Data ACRN: AA 9711 X8242XNU01X6D1000UAK 001252GNUS20113 W56HZV						26. Total Award Amount (For Govt. Use Only) \$43,816.00	
<input type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached.						<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<input checked="" type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda						<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
28. Contractor Is Required To Sign This Document And Return <u>2</u> Copies <input checked="" type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.					29. Award Of Contract: Reference _____ Offer <input type="checkbox"/> Dated _____. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:		
30a. Signature Of Offeror/Contractor					31a. United States Of America (Signature Of Contracting Officer)		
30b. Name And Title Of Signer (Type Or Print)		30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print) LOLA G. GAGE /SIGNED/ GAGEL@TACOM.ARMY.MIL (586) 574-7183		31c. Date Signed	
32a. Quantity In Column 21 Has Been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted				33. Ship Number <input type="checkbox"/> Partial <input type="checkbox"/> Final		34. Voucher Number	
32b. Signature Of Authorized Government Representative		32c. Date		36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		35. Amount Verified Correct For	
				38. S/R Account Number		39. S/R Voucher Number	
				42a. Received By (Print)		37. Check Number	
41a. I Certify This Account Is Correct And Proper For Payment				42b. Received At (Location)			
41b. Signature And Title Of Certifying Officer		41c. Date		42c. Date Recd (YYMMDD)		40. Paid By	
				42d. Total Containers			

Authorized For Local Reproduction

Standard Form 1449 (10-95)
Prescribed By GSA-FAR (4.8 CFR) 53.212

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-P-0333 MOD/AMD	Page 2 of 14
Name of Offeror or Contractor: MAIN STREET SUPPLY & LOGISTICS, INC.		

SUPPLEMENTAL INFORMATION

(a) Inspection and acceptance of supplies offered under this purchase order shall take place as specified herein. Inspection: ORIGIN
Acceptance: ORIGIN

(b) Origin inspection shall take place at the site specified below:

TOYOTA GIBRALTAR STOCKHOLDINGS
40 DEVIL'S TOWER ROAD
GIBRALTER
0-11-350-59100

Freight on Board (FOB) point is Ex-works Gibraltar Inco Terms 2000. Shipping Instructions will come from DCMC Southern Europe.

**A DD250 should be sent the following offices:

Contracting Office:

TACOM
AMSTA-AQ-AHED #101
Attn: Louis Marchio/Jane Elliott
Warren, MI 48397-5000

DFAS-Columbus Center
DFAS-CO-North Entitlement Operation
P.O. Box 182266
Columbus, OH 43218-2266

DCMA manchester
2 Wall Street
Manchester, NH 03101-1518

*** END OF NARRATIVE A 001 ***

Name of Offeror or Contractor: MAIN STREET SUPPLY & LOGISTICS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 0000-00-000-0000 FSCM: 00000 PART NR: LN166L-PRMDS6 SECURITY CLASS: Unclassified				
0001AA	<p><u>PRODUCTION QUANTITY</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: TOYOTA HILUX PICKUP L/H DRIVE PRON: J537H610EH PRON AMD: 02 ACRN: AA AMS CD: UAK001 CUSTOMER ORDER NO: J53UAK01EHNU FMS CASE IDENTIFIER: NU-B-UAK</p> <p>Toyota, Hilux, Double Cabin, 6 Seater, 4 X 4 Trucks, LHD, Model: LN166l-PRMDS6 Truck in accordance with the Specifications/Statement of Work on page 4. Two (2) sets of parts and service manuals (PSM).</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL_CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG_CD</u> <u>MARK FOR</u> <u>TP_CD</u> 001 BNUA9N3238D001 BXXUAK L BNUA00 3 <u>PROJ_CD</u> <u>BRK_BLK_PT</u> BNUA00 <u>DEL_REL_CD</u> <u>QUANTITY</u> <u>DEL_DATE</u> 001 2 30-MAR-2004</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (BNUA00) US MILGP NICARAGUA ATTN NICARAGUA ARMY UNIT 2700 BOX 23 APO AA 34021</p> <p>MARK FOR: US MILGP NICARAGUA ATTN NICARAGUA ARMY UNIT 2700 BOX 23</p>	2	EA	\$ 21,908.00000	\$ 43,816.00

Name of Offeror or Contractor: MAIN STREET SUPPLY & LOGISTICS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>APO AA 34021</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-04-P-0333/0000</p> <p>**** TRANSPORT COST FOR LOADING BRACING, BLOCKING, HANDLING ETC. TO GET READY FOR TRANSPORT BY CONTAINERIZATION ARE INCLUDED IN THIS PRICE.****</p> <p>THE GOVERNMENT WILL ACTUALLY SHIP.</p> <p>(End of narrative F001)</p>				

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	PIIN/SIIN W56HZV-04-P-0333	MOD/AMD	
Name of Offeror or Contractor: MAIN STREET SUPPLY & LOGISTICS, INC.			

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

STATEMENT OF WORK

TOYOTA, HILUX, DOUBLE CABIN, 6 SEATER TRUCKS
with two Sets of Parts and Service Manuals (PSM).
One set of operators manuals for each truck.

1. VEHICLE DETAILS:

1.1 The Toyota vehicles shall include the following:

TOYOTA HILUX, DOUBLE CABIN, 6 SEATER - 4X4, LHD, MODEL #: LN166L-PRMDS6
ENGINE MODEL: 3L-2779cc, DIESEL (TANK 66L), 4 CYLINDERS, BHP: 87, KW: 65. HEAVY DUTY COOLING (WATER),
ELECTRICS: 12 VOLTS.

TRANSMISSION: 5 SPEED, DUEL RANGE BRAKES: FRONT: DISC, REAR: DRUM
TYRES: DIAGONAL. FRONT: 7.00-16-8PR. REAR: 7:00-16-8PR. STEEL RIMS.
SUSPENSION: HEAVY DUTY. FRONT: INDEPENDENT, REAR: LEAF.
SEATS: 6 SEATER. FRONT: 3 BENCH, REAR: 3 BENCH, TRANSVERSE. MATERIAL: VINYL.
NO.OF DOORS: 4

WHEELBASE: LWB 2860mm, GROUND CLEARANCE: 235mm.

WEIGHT: KERB WEIGHT: 1630kgs. GROSS VEHICLE WEIGHT: 2590Kg. PAYLOAD: 960Kg.

DIMENSIONS: LENGTH: 4915mm, WIDTH: 1700mm, HEIGHT: 1825mm, VOLUME: 15.2m3, ALL EXCLUDING ACCESSORIES.

COLOUR: WHITE. COUNTRY OF ORIGIN: JAPAN

STANDARD FEATURES:

CYCLONE TYPE AIR CLEANER - 55 AMP. ALTERNATOR (12v)- SEMI-FLOATING REAR AXLE - 70 AMP-HOUR BATTERY (12v) - HIGH ALTITUDE COMPENSATOR-

POWER STEERING- ENGINE, FUEL TANK AND TRANSFER BOX PROTECTION- FRONT AND REAR DOOR ARMRESTS- FRONT AND REAR ASHTRAY-
ASSIST GRIPS X 3- CIGARETTE LIGHTER- VINYL FLOOR COVERING- WATER TEMPERATURE GAUGE- FUEL GAUGE-
LOCKABLE GLOVE BOX- FRONT HEADRESTS x 2 (FIXED)- FRONT HEATER-
CENTRE INTERIOR LIGHT- INTERIOR REAR VIEW MIRROR- ODOMETER- PREWIRING FOR AUDIO WITH 2 SPEAKERS AND ANTENNA-
REAR SEAT BELTS x 3 (2x 3 POINT
AND 1x2 POINT)- FRONT SEAT BELTS x 3 (2x3 POINT & 1x2 POINT)- SPEEDOMETER km/hr.- STEERING WHEEL LOCK-
SUN VISORS x 2- PART TIME TRANSFER LEVER-
TIMING BELT REPLACEMENT WARNING LIGHT- PARKING BRAKE WARNING LIGHT- FUEL FILTER WARNING LIGHT- OWNERS MANUAL
IN ENGLISH (1 PER VEHICLE)-
BODY RUST PROTECTION- TOOL KIT AND JACK- TOUCH UP PAINT- TUBED TYRES- FRONT BUMPER- REAR STEP BUMPER- LOCKABLE FUEL CAP
- DECK GUARD FRAME-
SEMI-SEALED HALOGEN HEADLAMPS- MANUAL FREE WHEEL HUBS- EXTERIOR REAR VIEW MIRRORS- FRONT AND REAR MUDGUARDS-
SPARE WHEEL UNDER BODY- FRONT STABILISER BAR-
DROP-DOWN TAIL GATE WITH TOYOTA MARK- FRONT TOWING EYE x 2- FRONT TOWING HOOK- GREEN LAMINATED WINDSHIELD- HIGH/LOW,
2-SPEED WINDSHIELD WIPERS (INCL. MIST).

FACTORY OPTIONS INCLUDED: AIR CONDITIONING (NON-CFC)

1.2 Preservation & Packing. Vehicles shall be preserved, packaged and packed for transportation in a manner sufficient to ensure safe arrival at destination by the contractor. These vehicles are to be shipped in accordance with the best commercial export practice for sea.

NOT AUTHORIZED FOR ABOVE-DECK SHIPMENT.

1.3 Inspection & Run Test. At the inspection and acceptance location, the contractor shall conduct an inspection

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Name of Offeror or Contractor: MAIN STREET SUPPLY & LOGISTICS, INC.

and run-in test of the two, Toyota Hilux, Double Cabin, 6 Seater - 4x4, LHD Trucks.
A Government representative shall witness both the inspection and run-in test of the two, Toyota Hilux, Double Cabin, 6 Seater - 4x4, LHD Trucks. This effort shall be in addition to regular production, quality control procedures that are implemented during the production cycle.

The inspection portion shall be conducted to assure all equipment and attachments meet contract requirements and are not damaged. The run-in test shall be conducted after the inspection is completed, and during the run-in test, the vehicles shall be operated for 1/2 hour, time cycles. All vehicle functions, gear ranges and attachments shall be exercised at operating temperatures.

Upon completion of the run-in teat, the vehicle(s) shall be delivered with all fluid levels filled to maximum capacity (e.g. engine & hydraulic oil, coolant, electrolyte, etc.) prior to final acceptance with the exception that diesel fuel will not exceed 5 liters per vehicle. In addition, all discrepancies surfaced during the test and evaluations: leakage of fuel, lubricants, coolant, brake fluid or hydraulic fluids; damage; contractual requirements shortcomings etc., shall be cause for rejection. All discrepancies shall be corrected prior to final acceptance, and the contractor shall be responsible for refurbishing the vehicle(s) after testing.

1.3.1 At least 20 days prior to commencement of the Inspection and Run-in Test, the contractor shall notify the Procuring Contracting Officer (PCO), (AMSTA-AQ-AHED, Lola Gage), through the Administrative Contracting Officer (ACO), in writing, of the impending evaluations.

1.4 The contractor shall include two(2) owners/operator manuals (One for each Toyota Hilux, Double Cabin, 6 Seater Truck) being procured.

1.4.1 The manuals must be in English language for the Operator and for all scheduled maintenance instructions to maintain the vehicle under normal operating conditions. In addition, two sets of parts and service manuals will be provided. The parts manual and service manual must be in English. The maintenance instructions must contain a schedule of preventive maintenance for daily, weekly, and yearly intervals.

1.4.2 A DD250 (Material Inspection and Receiving Report) is required for all sets of manuals. The manuals must be clearly marked and have the required DD250 attached. The DD Form 250 shall separately list each manual by the name and number. The packaging and outside container for each set of manuals shall be marked as follows: Manuals; Contract Number; Contract Line Item Number and the FMS Case Designator: NU-B-UAK.

1.5 The Government shall not accept the Toyota Hilux, Double Cabin, 6 Seater Trucks, without the owners/parts and service manuals included.

1.6 Warranty Service - Nicaragua

Full Toyota Warranty and After-Sales Service shall be included in the price of the vehicles supplied by Toyota Gibraltar Stockholdings Ltd. (TGS).

A free, pre-delivery inspection (PDI) and the issuing of the Toyota Warranty Booklet, shall be supplied by the local Toyota Distributor. The Distributor will also supply a 1000 Km, service check, free of charge, except for lubricants, fluids or filters used, and shall arrange the application of this Warranty, if necessary.

Unauthorized Traders are NOT approved to offer in-country warranty, and after sales service.

1.7 Payment Terms - Bank Transfer of payment shall be issued within 30 Days, upon receipt of signed Material Inspection and Receiving Report (DD Form 250).

*** END OF NARRATIVE C 001 ***

Name of Offeror or Contractor: MAIN STREET SUPPLY & LOGISTICS, INC.

CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/	OBLG	JOB	ACCOUNTING	OBLIGATED
<u>ITEM</u>	<u>MIPR</u>	<u>ACRN</u> <u>STAT</u>	<u>ORDER</u> <u>NUMBER</u>	<u>STATION</u>	<u>AMOUNT</u>
0001AA	J537H610EH	AA 2	9711 X8242NU01X6D1000UAK 001252GNUS20113	3LTJFS W56HZV	\$ 43,816.00
	UAK001				
	J53UAK01EHNU				
TOTAL					\$ 43,816.00
SERVICE	ACCOUNTING	OBLIGATED			
<u>NAME</u>	<u>STATION</u>	<u>AMOUNT</u>			
Army	W56HZV	\$ 43,816.00			
TOTAL					\$ 43,816.00

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Name of Offeror or Contractor: MAIN STREET SUPPLY & LOGISTICS, INC.			

CONTRACT CLAUSES

	Regulatory Cite	Title	Date
1	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
2	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
3	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
4	52.247-29	F.O.B. ORIGIN	JUN/1988
5	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
6	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
7	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	OCT/2003

(a) The Contractor shall comply with the following FAR clause, which is incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (b), which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ____(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ____(2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- ____(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)
- ____(4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- ____ (ii) Alternate I to 52.219-5.
- ____ (iii) Alternate II to 52.219-5.
- (5)(i)52.219-6, Notice of Total Small Business Aside (June 2003)(15 U.S.C.644)
 - (ii) Alternate I (Oct 1995) of 52.219-6.
- (6)(i) 52.219-7, Notice of Partial Small Business Set Aside (June 2003)(15 U.S.C. 644).
 - (ii) Alternate I (Oct 1995) of 52.219-7.
- ____(7) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- ____(8) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4))
 - (ii) Alternate I of 52.219-9.
 - (iii) Alternate II of 52.219-9.
- ____(9) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ____(10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ____ (ii) Alternate I of 52.219-23.
- _x_(11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- _x_(12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- x (13) 52.222-3, Convict Labor (E.O. 11755)
- x (14) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O.13126)
- _x_(15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- _x_(16) 52.222-26, Equal Opportunity (E.O. 11246)
- ____(17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- ____(18) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- ____ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- ____(20) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii).
 - (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ____(21) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).
- (22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--(41U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note)
- ____ (ii) Alternate I of 52.225-3.

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Name of Offeror or Contractor: MAIN STREET SUPPLY & LOGISTICS, INC.

- ___ (iii) Alternate II of 52.225-3.
- ___(23) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- x (24) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s, proclamations, and statutes administered by the Office of Foreign assets Control of the Dept. of the Treasury).
- ___(25) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- ___(26) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (28) 52.232-30, Installment Payments for Commercial Items(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- ___(30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- ___(31) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- ___(32) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- ___(33) (i) 52.247-64, Preference for Privately Owned U.S.--Flag Commercial Vessels (46 U.S.C. 1241 & 10 U.S.C. 2631).
- (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- ___(1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
- ___(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph, in a subcontract for commercial items or commercial components. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

- (i) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (E.O. 11246);
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (v) 52.222-41, Service Contract Act of 1965, As Amended, flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
- (vi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontrats for commercial items a minimal number of additional clasues necessary to satisfy its contractual obligations.

(End of clause)

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8 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR OCT/2003
EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL
ITEMS

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

() 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law of Executive orders applicable to acquisitions of commercial items or components.

_____ 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).

_____ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).

_____ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program)(15 U.S.C. 637 note).

_____ 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).

_____ 252.225-7012 Preference for Certain Domestic Commodities.

_____ 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2533a).

_____ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (10 U.S.C. 2533a).

_____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings.
(_____ Alternate I)(10 U.S.C. 2534 and Sect. 8099 of Pub.L. 104-61 and similar sections in subsequent DoD app. acts).

_____ 252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

__x__ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).

_____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).

_____ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (_____ Alternate I)(41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

_____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3)).

_____ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns Section 8021 of Pub.L. 107-248).

_____ 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).

_____ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).

_____ 252.232-7003 Electronic Submission of Payment Requests (10 U.S.C. 2227).

_____ 252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410).

_____ 252.247-7023 Transportation of Supplies by Sea (10U.S.C. 2631)
(_____ Alternate I)
(_____ Alternate II)
(_____ Alternate III)(10 U.S.C. 2631)

_____ 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause (FAR 52.212-5) of this contract, the Contractor shall include the terms of the following

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clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2533a).
252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631)
252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

9 52.246-4005 INSPECTION AND ACCEPTANCE POINTS: ORIGIN FEB/1995
(TACOM)

(a) Inspection and acceptance of supplies offered under this purchase order shall take place as specified herein. Inspection: ORIGIN Acceptance: ORIGIN

(b) Origin inspection shall take place at the site specified below:

TOYOTA GIBRALTAR STOCKHOLDINGS
40 DEVIL'S TOWER ROAD
GIBRALTER
0-11-350-59100

Freight on Board (FOB) point is Ex-works Gibraltar Inco Terms 2000. Shipping Instructions will come from DCMC Southern Europe.

[End of Clause]

10 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS FEB/2002

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

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- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.

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(8) Other documents, exhibits, and attachments.

(9) The specification.

(End of Clause)

11 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT MAR/2003

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

e)

12 52.223-4000 ENVIRONMENTAL, SAFETY, AND ENERGY STANDARDS AND REGULATIONS SEP/1978
(TACOM)

(a) The contract price includes Contractor compliance with all federal vehicle emission, fuel economy, safety, and noise requirements and standards, hereinafter referred to as requirements, affecting the supplies to be delivered under this contract which, as of the time of bid opening in the case of sealed bidding, or as of the time for receipt of Best and Final Offers (BAFOs) in the case of a negotiated solicitation, were in effect or scheduled to become effective during the term of this contract.

(b) In the event any of these requirements are subsequently changed (i.e., altered, rescinded or postponed) and such changes have not been otherwise provided for prior to the award of this contract, and compliance is mandatory upon the Contractor, and such changes cause an increase or decrease in the cost of, or time required to perform the contract, Contractor compliance with these changes shall be subject to equitable adjustment.

(c) If any of these requirements are changed as described above, but compliance is optional on the part of the Contractor, the Contractor shall promptly notify the Government in writing and the Procuring Contracting Officer (PCO) shall have the right to decide whether the supplies yet to be accepted and delivered to the Government shall incorporate the optional changes. After receipt of this written notice the PCO shall provide timely written advice to the Contractor of the Government's decision and, if applicable, the effective data of such change(s). If the PCO's election constitutes a change which causes an increase or decrease in the cost of, or time required to perform this contract, Contractor compliance therewith shall be subject to equitable adjustment.

13 52.246-4026 LOCAL ADDRESS FOR DD FORM 250 MAR/2002
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

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[End of Clause]

14 52.247-4005 SHIPMENT OF SUPPLIES AND DETENTION OF CARRIER'S EQUIPMENT AUG/2003
(TACOM)

- (a) Unless otherwise directed, shipment items under this contract in following order of priority:
- (1) Government Bill(s)/Commercial of Lading or US Postal Services;
 - (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
 - (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.
- (b) The Contractor will request:
- (1) Government Bills of Lading and
 - (2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or
- (c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]